

Selection guidelines

for the public procurement of services with Tendersnumber TN 414129 with regard to the agreement to be signed with a contractor for the Observation Service for the Heavy Goods Vehicle Toll system.

Colophon

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Table of contents

Table of contents	3
1. Introduction	6
1.1. <i>Implementation of Heavy Goods Vehicle Toll</i>	6
1.2. <i>Selection guidelines</i>	6
1.3. <i>Definitions</i>	6
1.4. <i>Contact information and type of procurement</i>	6
1.5. <i>Heavy Goods Vehicle Toll system</i>	7
1.6. <i>The Observation Service</i>	7
1.6.1. <i>The role of Observation in the Heavy Goods Vehicle Toll system</i>	7
1.6.2. <i>Scope of the Observation Service</i>	9
1.6.3. <i>Responsibilities of the Contractor</i>	11
1.7. <i>The Observation Agreement (Contract form and duration)</i>	12
1.8. <i>Payment regime</i>	12
1.9. <i>Privacy and data security</i>	13
1.10. <i>Short description of the procurement procedure</i>	13
1.10.1. <i>Stages of the procurement procedure</i>	13
1.10.2. <i>Description of the procedure</i>	14
1.11. <i>Waiting room arrangement</i>	14
2. General information	15
2.1. <i>Agreement of the Candidates</i>	15
2.2. <i>Applicable regulations</i>	15
2.3. <i>Legal protection - choice of venue</i>	15
2.4. <i>Changing and abandoning the procedure</i>	16
2.5. <i>Announcement</i>	16
2.6. <i>Language</i>	16
2.7. <i>Information provision</i>	16
2.7.1. <i>Electronic communication</i>	16
2.8. <i>Confidentiality and Intellectual property rights</i>	16
2.8.1. <i>Confidentiality to be preserved by the Candidates</i>	16
2.8.2. <i>Confidentiality to be preserved by the Contracting Authority and intellectual property rights</i>	17
2.9. <i>General and Confidential Information</i>	17
2.9.1. <i>General Information</i>	17
2.9.2. <i>Confidential Information</i>	17
2.10. <i>Communication</i>	18
2.11. <i>Inside Information and Conflicts of Interest</i>	18
2.12. <i>Complaints related to the procurement procedure</i>	19
2.13. <i>Justifications in the context of the Public Procurement Act</i>	19

2.14.	<i>Tender participation costs</i>	20
3.	Selection stage	21
3.1.	<i>General</i>	21
3.2.	<i>Information</i>	21
3.3.	<i>Application to Participate</i>	21
3.4.	<i>One-time involvement of (legal) persons</i>	21
3.5.	<i>Article 6 Competition Act</i>	22
3.6.	<i>Demonstration of suitability</i>	22
3.6.1.	<i>General</i>	22
3.6.2.	<i>Recourse to third party: Financial and economic capacity</i>	22
3.6.3.	<i>Recourse to third party: Significant Subcontractors</i>	22
3.6.4.	<i>Experience</i>	22
3.7.	<i>Changes in the composition of Candidates, designation of Significant Subcontractors</i>	22
3.8.	<i>Documents to be submitted with an Application to Participate</i>	23
3.9.	<i>Exclusion grounds</i>	23
3.9.1.	<i>Mandatory exclusion grounds</i>	23
3.9.2.	<i>Optional exclusion grounds</i>	23
3.9.3.	<i>Exclusion grounds related to ties with Russia</i>	23
3.9.4.	<i>Advice Bureau BIBOB</i>	23
3.9.5.	<i>Exclusion</i>	24
3.10.	<i>Financial and economic capacity</i>	24
3.10.1.	<i>Requirement Financial and economic capacity (a): sufficient financial capacity</i>	24
3.10.2.	<i>Requirement Financial and economic capacity (b): letter of guarantee</i>	24
3.11.	<i>Technical and organizational competence</i>	25
3.11.1.	<i>Documents to be submitted</i>	25
3.12.	<i>Verification by the Contracting Authority</i>	26
3.13.	<i>Selection decision and Invitation to Participate in the Dialogue</i>	26
3.14.	<i>Further selection procedure</i>	26
3.14.1.	<i>General</i>	26
3.14.2.	<i>Additional selection criteria</i>	27
3.14.3.	<i>Scoring methodology</i>	33
3.14.4.	<i>Selection method</i>	34
4.	Dialogue stage	35
4.1.	<i>General</i>	35
4.2.	<i>Award criteria</i>	35
Annexes		36
	<i>Annex 1: Definitions</i>	36
	<i>Annex 2: Standard forms for the Application to Participate</i>	40
	<i>Annex 2.1: Standard form Application to Participate</i>	40
	<i>Annexes to the Application to Participate:</i>	42
	<i>Annex 2.2: Standard form availability Significant Subcontractor</i>	44

<i>Annex 2.3 A: European Single Procurement Document</i>	<i>45</i>
<i>Annex 2.3 B: Standard form Supplementary Self-declaration (to be submitted together with the European Single Procurement Document)</i>	<i>46</i>
<i>Annex 2.4: Model statement - technical and organizational capability</i>	<i>51</i>
<i>Annex 2.5: Model statement - Reliance on Financial Standing</i>	<i>52</i>
<i>Annex 2.6: Letter of guarantee Performance bond</i>	<i>53</i>
<i>Model Performance Bond</i>	<i>54</i>
<i>Performance Bond Model</i>	<i>56</i>
<i>Annex 2.7 Financial and economic capacity</i>	<i>58</i>

1. Introduction

1.1. Implementation of Heavy Goods Vehicle Toll

The Heavy Goods Vehicle Toll Act (HGV Act) was adopted by the House of Representatives on 22 March 2022 and by the Senate on 12 July 2022. The HGV Act was published in the Official Journal (Stb. 2022, 330). A Royal Decree is required for the entry into force of the HGV Act.

The HGV Act provides that Truck Holders must pay a rate per kilometre on motorways and a number of other roads (particularly N-roads). As a consequence, the Holder who wants to use the Dutch road network with their Truck must have On-board Equipment in the Truck. The HGV Act is an electronic road toll collection system within the meaning of Directive (EU) 2019/520 ('EETS Directive'), and the required On Board Equipment is as set out in the Directive. The net proceeds from the Heavy Goods Vehicle Toll channel back to the transport sector. The channelled back funds are used for investments in innovation and sustainability, in consultation with the transport sector. The Eurovignette for trucks in the Netherlands will be abolished.

1.2. Selection guidelines

These Selection guidelines describe the procurement procedure for the Observation Service. The Selection guidelines include, for reference: the final design documents of the Heavy Goods Vehicle Toll system, the results of the previous market consultation and the previously held market day (see paragraph 1.10.1).

The Candidates invited after the Selection stage for the Dialogue stage will receive the Award guidelines and the draft Agreement with annexes.

The Candidate has the responsibility to check if the received Tender documents are complete and readable. If the Candidate has not received the Tender documents in good order, the Candidate must report this immediately via TenderNed (see paragraph 1.4).

The Tender documents have been compiled with care. Should the Candidate nevertheless have objections, for instance because of supposed contradictions, imperfections or possible violations of legal regulations (or other) irregularities, the Candidate must inform the Contracting Authority in writing as soon as possible or request clarification by submitting a request for information (in accordance with paragraph 2.9). By submitting an Application to Participate, the Candidate fully agrees with the provisions of the Selection guidelines. Failure by the Candidate to inform the Contracting Authority in a timely manner of inconsistencies, inadequacies or possible violations of legal regulations may entail that the Candidate cannot invoke such irregularities at a later date.

1.3. Definitions

Concepts used in these Selection guidelines that start with a capital are defined in annex 1 to these Selection guidelines.

1.4. Contact information and type of procurement

The Contracting Authority is:	RDW
The procurement is carried out by:	RDW
Business address:	Skager Rak 10, Veendam
Project organisation:	Toll collection division
Contact:	R. Buvelot

The procurement procedure is digital only, via TenderNed. This means that Applications to Participate can only be submitted via TenderNed. To participate in the procurement procedure, the Candidate must be registered as a user with TenderNed. A Candidate is expected to have all the necessary knowledge to be able to correctly go through the procurement procedure. The use of TenderNed is at the risk and cost of the Candidate. If TenderNed is not accessible to a Candidate at the deadline for receipt of the Applications to Participate as a result of disruptions in TenderNed, the mains power network and/or internet/telecom providers that cannot be attributed to the Candidate, this will be regarded as a disruption of the electronic system as referred to in Article 2.109a of the Public Procurement Act 2012 and the provisions of that Article will apply. Where appropriate, the deadline for receipt of the Applications to Participate may also be postponed by the Contracting Authority, depending on the situation and the consequences. The changed deadline for receipt of the Applications to Participate will be announced to the Candidates via TenderNed.

All documents must be submitted digitally via TenderNed, in accordance with the TenderNed manual, which can be found in the "eGids" on the TenderNed website.

Questions regarding this procurement procedure can only be asked through TenderNed.

1.5. Heavy Goods Vehicle Toll system

A toll system and structure needs to be set up to make it technically possible to charge the Heavy Goods Vehicle toll. A number of policy objectives have been formulated in view of the introduction of the Heavy Goods Vehicle Toll. The aim is to build a reliable charging system in a timely manner that is cost-efficient, manageable, flexible and user-friendly.

The obligation to pay the Heavy Goods Vehicle Toll can be fulfilled by paying the Heavy Goods Vehicle Toll via an agreement with a Service Provider, after which this Service Provider passes these payments on to the Toll Charger. The Service Provider who has signed an agreement with a Holder guarantees the payment of the Heavy Goods Vehicle Toll to the Toll Charger over the registered kilometres of such Holder. EETS providers can apply for accreditation by the Toll Charger to fulfil this role.

In order for the government to guarantee compliance with the obligations under the HVG Act, a nation wide service provider provides services to holders who cannot or do not want to turn to an EETS provider. There will be a separate procurement for the award of the Main Service Provider (MSP) contract. Companies are not prohibited from participating both in this procurement and in the procurement for the Main Service Provider contract. Companies are not prohibited either from being active as EETS providers. A number of requirements will be included in the Agreement and annexes to counter the associated risks, in particular the risk of (partially) conflicting interests and shielding of information.

1.6. The Observation Service

1.6.1. The role of Observation in the Heavy Goods Vehicle Toll system

The HGV Act envisages launching the Heavy Goods Vehicle Toll in the Netherlands by in 2026. Following the example of our neighbouring countries, domestic and foreign trucks will then pay for the use of the road. The principle of the Heavy Goods Vehicle Toll is that a toll is paid for the use of a Truck for the number of kilometres travelled on roads to which the toll applies.

The rate depends on the Allowed Maximum Mass and the emission class of the Truck. Charging a toll based on the distance travelled is in line with the 'user pays principle'.

Holders who want to use the public roads in the Netherlands with their Truck, must conclude a Service Agreement with a Service Provider and install On-board Equipment in their Truck. They must pay toll via the Service Provider for the use of the Taxable road network, being the roads designated under the HGV Act. When the Truck drives on these roads, the kilometres travelled are registered by the Service Providers through On-board Equipment.

To make sure that Truck Holders comply with the HGV Act, an Enforcement Domain is created, which is based on three building blocks:

1. Observation: collection and provision of observation data without value judgement (the subject of this contract);
2. Monitoring & Control activities: controlling and validating data, the collection of information and the establishment of fineable facts in the data control centre of the Supervisor (outside the scope of the contract);
3. Enforcement: imposing and collecting fines, dealing with objections and appeals, and taking provisional measures (outside the scope of the contract).

These three building blocks are referred to as the Enforcement Domain (for instance in laws and regulations). Figure 1 gives a schematic representation of the Enforcement Domain.

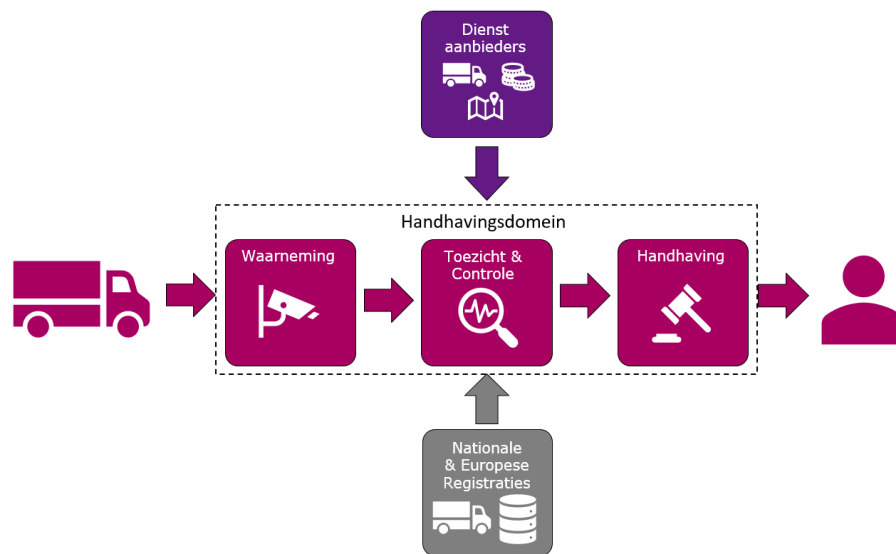


Figure 1. Enforcement domain

In the Enforcement domain, Fixed Roadside Equipment and Movable Roadside Equipment are used to detect fine-worthy offences. In addition, inspectors from the Human Environment and Transport Inspectorate (ILT) carry out physical observations along the road. One of the tasks of the ILT is to stop vehicles if the collection of a fine through administrative channels has proven not to be possible.

The right combination of administrative and physical enforcement contributes to a robust Heavy Goods Vehicle Toll system. The Enforcement domain aims both to promoting spontaneous payment (preventive effect) and tackling offenders (corrective effect). The Holder has the obligation to comply with applicable laws and regulations. If it is established that the Holder has committed an offence, a fine may be imposed on the Holder in the context of corrective enforcement.

Observation is the first step in the context of the Enforcement domain. The Observation Service is aimed at collecting enforcement data on Trucks observed on public roads. The enforcement data will be delivered to the back office system of the Supervisor. With this data, the Supervisor can verify that Trucks are equipped with On-board Equipment, that this On-board Equipment is working well, that is switched on, is registered to the relevant Truck and for which the Holder has signed a valid Service Agreement with a Service Provider for the registration and collection of the Heavy Goods Vehicle Toll.

Observation is carried out by 3 methods, of which only the first 2 fall in the scope of the Observation Service:

1. Fixed Observation: detecting, classifying and identifying Trucks and On-board Equipment via Fixed Roadside Equipment and timely and complete sharing of the enforcement data without value judgment with the Supervisor.
2. Moveable Observation: detecting, classifying and identifying Trucks and On-board Equipment via Moveable Roadside Equipment and timely and complete sharing of the enforcement data without value judgment with the Supervisor.
3. Physical observation: detecting irregularities manually or by human intervention, with or without the aid of equipment, for instance equipment to read the On-board Equipment. This observation can be carried out after a Truck has been stopped by inspectors during a planned campaign or during regular road checks (outside the scope of this contract).

The Contracting Authority is looking for a Contractor to carry out the Observation Service, including the design, installation, testing, delivery (transfer of legal ownership to the Contracting Authority), management, operation, maintenance and further development (including implementing innovations) of the Fixed Roadside Equipment and Moveable Roadside Equipment and all associated tasks and activities. These tasks and activities are explained in more detail below.

1.6.2. Scope of the Observation Service

The scope of the contract focuses on collecting and sending all necessary enforcement data of passing Trucks to the Supervision and Enforcement unit. The Contracting Authority reserves the right to use the enforcement data of passages for other purposes as well. The following services that fall inside the scope must be provided by the Contractor:

- 1) Provision of data by Fixed and Moveable Roadside Equipment (the Fixed Observation and Moveable Observation);
- 2) Provision of test facilities for chain and service testing and Accreditation;

1. Provision of data by Fixed and Moveable Roadside Equipment

The data of observed Trucks collected and sent by the Contractor is used for two goals:

- Data to be used by Supervision and Enforcement: the Contractor combines the data and, if necessary, checks the data manually and sends it to the Supervisor. Next, the Supervisor evaluates the data in the data control centre and imposes a fine on the Holder of the Truck if an offence has been found.
- Data for stopping Vehicles on the Signalling List; If it is not possible to collect a fine the administrative way, the Supervisor will put the registration number of the Holder concerned on the Signalling List. The Contractor compares the Signalling list with the registration numbers observed at an observation location. If the registration numbers match, there is a 'hit' and the Contractor sends the data necessary to stop the Truck directly to the Supervisor.

The data required is collected by the Contractor through both Fixed Observation and Moveable Observation.

Scope of the Fixed Observation

The Contracting Authority has defined the observation locations for Fixed Observation on the basis of the requirements of the Enforcement domain and on traffic models, among other things.

The scope for Fixed Observation is the construction and operation of Fixed Roadside Equipment at approx. 43 Fixed Observation Locations (comprising at approx. 63 Gantries). Depending on, for example, the observation results, change in traffic flows or changes of the Taxable Road Network, Fixed Observation Locations may be changed, removed or added during the term of the Agreement.

The Contractor shall install the Fixed Roadside Equipment at these Fixed Observation Locations on and around the corresponding Gantries. The Contractor shall use the Fixed Roadside Equipment to collect and send data about the Trucks to the Supervisor's data control centre.

The Fixed Roadside Equipment is installed on Gantries owned by Rijkswaterstaat (RWS). These Gantries hold the traffic management system and associated equipment, which is maintained by third parties on behalf of Rijkswaterstaat. The Contracting Authority has made arrangements with Rijkswaterstaat about installing the Fixed Roadside Equipment on the Gantries. The Contractor must tolerate the shared use of the Gantries by RWS and third parties. The Contractor's Fixed Roadside Equipment can be connected to existing connections for energy supply and data communication at the Portal. Further arrangements on this matter will be included in the Agreement.

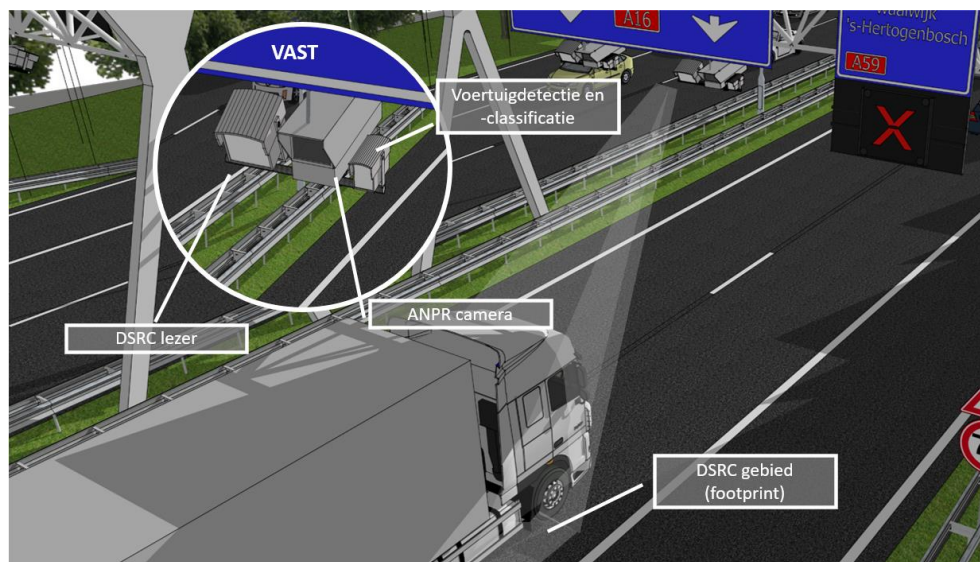


Figure 2. Illustration of Fixed Observation components

Scope of the Moveable Observation

Fixed Observation alone is not enough to achieve the desired registration rate and visibility. This also requires Moveable Observation. Moveable Observation involves Moveable Roadside Equipment that can be used on a daily basis at one or more Variable Observation Locations, according to need. When Moveable Roadside Equipment is deployed at a location, this will be for example for a duration of four or eight hours. The data generated through Moveable Observation is sent to the Supervisor's data control centre the same way as data generated through Fixed Observation.

It is the responsibility of the Contractor to make sure that the data is available and that the supplied data is of good quality. The Contractor operates the Moveable Roadside Equipment, so that the responsibility for the delivery of enforcement data lies with one and the same party.

Approx. 30 pieces of Moveable Roadside Equipment are required. This number may change. After the award, the Supervisor will decide on the actual deployment of Moveable Roadside Equipment.

2. Provision of test facilities for chain and service testing and Accreditation;

The Contractor must also provide support and test facilities for the Accreditation of the On-board Equipment of the Service Providers and for chain and service tests.

Accreditation refers to a number of activities that need to be carried out in order to give Service Providers access to the EETS area where Heavy Goods Vehicle Toll is charged. An important activity is testing the data exchange between the Contractor, the On-board Equipment of the Service Providers and the back office systems of the Supervisor. The substance of these activities has yet to be developed. There will be more information available at the Dialogue stage.

1.6.3. Responsibilities of the Contractor

The Observation Service for Heavy Goods Vehicle Toll is divided in three stages:

- Realisation stage:
During the realisation stage, which starts after the Agreement has been signed, the Contractor must design, install and test the Observation Service, including the Roadside Equipment, in good time (following agreed milestones). The realisation stage must be completed before the Go Live Date. At this point, the Go Live Date is expected to be on 1 January 2026. The Agreement will stipulate that the Contracting Authority may postpone the Go Live Date.
- Operational stage:
During the Operational Stage (which starts on the Go Live Date, after the realisation stage has been completed), the Contractor must manage, operate, maintain and further develop the Observation Service including Roadside Equipment in such a way that it continues to meet the requirements of the Agreement.
- Hand-over stage
At this stage, at the end of the term of the Agreement, the Contracting Authority may require the Contractor to dismantle and remove the Roadside Equipment (in whole or in part) or, if the Contracting Authority so desires, the Contracting Authority may continue the observation with the Roadside Equipment (in whole or in part) or transfer the services to a new contractor.

For the installation, maintenance, replacement and (temporary) removal of Roadside Equipment, the Contractor must cooperate with the road authority (For example Rijkswaterstaat) and comply with the conditions set by the road authority for working on the road (for example when it is necessary to remove traffic from a roadway). The Agreement will include requirements regarding this topic.

Examples of activities that after transfer of the enforcement data to the Contracting Authority, do not fall under the scope of the Observation Service:

- processing (customer) data;
- maintaining customer contacts;

- invoicing the Heavy Goods Vehicle Toll;
- collecting the Heavy Goods Vehicle Toll;
- remitting the Heavy Goods Vehicle Toll;
- determining whether a fine must be imposed;
- carrying out physical observation;
- providing, operating and maintaining the Gantries;
- providing, operating and maintaining On-board Equipment.

1.7. The Observation Agreement (Contract form and duration)

It is the intention to enter into the Agreement with one service provider for an initial term consisting of the time required for the realisation stage and 10 years from the Go Live Date, whereby the Contracting Authority has the unilateral option to extend(s), by which this brings the total maximum term of the Agreement can come out to 15 years from the Go Live Date. The Contracting Authority is not obliged to exercise this option.

At the Dialogue stage, the Contracting Authority wishes to consult with the Selected Candidates about the term of the Agreement, as part of the dialogue. This may result in a different term than the term mentioned above, it being understood that the total maximum term will never be shorter than 7 years from the Go Live Date (unless terminated prematurely) and will never be longer than 15 years from the Go Live date.

1.8. Payment regime

Before starting to send enforcement data, the Contractor must design, build and test systems for the Observation Service, such as Fixed and Moveable Roadside Equipment, means of transport, buildings for the Moveable Roadside Equipment and a back office. The Contractor transfers the legal ownership of the Roadside Equipment to the Contracting Authority as soon as the realization and testing is completed. The Contracting Authority will then be the legal owner of the Roadside Equipment. However, the Contractor remains the economic owner of the Roadside Equipment during the term of the Agreement and will therefore bear the benefits and burdens thereof (including in connection with the management, operation, maintenance and further development of the Roadside Equipment). This will be further elaborated in the Agreement.

As soon as it has been demonstrated that the Roadside Equipment meets the requirements, the Contractor will receive a one-off realisation fee for this work. During the development and building of the Roadside Equipment, the Contractor is entitled to claim interim advance payments of the realisation fee, under the condition that the Contractor provides one or more bank guarantees. This will be fleshed out in the Agreement.

At the Operational stage, the Contractor manages, operates, maintains and further develops the Roadside Equipment and provides enforcement data. In return, the Contractor receives a fixed periodic fee, which is subject to adjustment depending on the level of achievement of the KPI's for the Observation Service. For example with regard to the level of availability of the Observation Service and the level of recognition and classification of Trucks passing by.

Upon termination of the Agreement (both upon expiry of the term of the Agreement and in case of early termination) the Contracting Authority will have the right to assume management of the Roadside Equipment c.a. in working condition (including associated software and hardware), or part thereof, from the Contractor, in such a way that the Contracting Authority can continue the observation or have it take over by a successive contractor. The Contractor will receive a handover fee in return. If the Contracting Authority does not exercise this right, the Contractor will remove the Roadside Equipment. The Agreement will contain an arrangement regarding this matter, taking

into account that the Contractor is not required to transfer any IP rights to software not specifically developed for the benefit of the Contracting Authority. The aim is to make sure that the Contracting Authority has the necessary resources and software licences to continue using the Roadside Equipment in the same way up to a maximum of 2 years after regular contract period. If and insofar as the Contracting Authority does not wish to make use of this, it will be entitled to require the Contractor to remove and dismantle the Roadside Equipment. A fee will also be included in the Agreement for this.

To summarize: the Contractor will receive the following fees during the term of the Agreement:

1. Realisation fee for the building of a working, complete system for the Observation Service (including the Fixed and Moveable Roadside Equipment)
2. Periodic availability fees, subject to performance, during the Operational stage of the Observation Service
3. Handover fee at the end of the Agreement for transferring the management of the Roadside Equipment c.a. to the Contracting Authority, or removing and dismantling it.

As stated earlier, the realisation fee can be paid in advance payments, under the condition that the Contractor provides bank guarantees.

1.9. Privacy and data security

The applicable laws and regulations, including, but not limited to the General Data Protection Regulation (GDPR), apply to the processing of personal data.

The processing and storage of data both by the Contractor and its subcontractors must take place within the European Union (EU) or the European Economic Area (EEA).

The obligations related to privacy and security of data will be fleshed out in the Agreement. For instance, the Agreement will include prohibitions/restrictions to use Roadside Equipment and/or associated hardware and software from Chinese suppliers.

1.10. Short description of the procurement procedure

1.10.1. Stages of the procurement procedure

The Contracting Authority has already organised a market day where parts of the present contract and procurement have been discussed. All documents that have been made available for this market day can be found on [Presentaties van de marktconsultatiedag 2023 | Publicatie | Vrachtwagenheffing.nl](#). No rights can be derived from the content of these documents.

The procurement procedure will take place in a number of stages. These stages are shown in the diagram below. The data are for reference only and can be changed during the procurement procedure. The dates and deadlines on TenderNed prevail.

ACTIVITY	DATE
Selection stage	
Publication of the announcement on www.tendered.nl	07-06-2023
Publication visible to potential Candidates	09-06-2023

Deadline for submitting requests for (further) information	03-07-2023 before 08:00 hrs / 8:00 p.m.
Publication (last) information notice Selection stage	19-07-2023
Deadline for submitting Applications to Participate	01-09-2023 before 13:00 hrs / 1:00 p.m.
Opening of the digital safe in TenderNed holding the Applications to Participate	01-09-2023 at 13:10 hrs / 1:10 p.m.
Sending notification of selection decision (exclusion, rejection, invitation)	22-09-2023
Deadline for submitting objections to the selection decision	12-10-2023 before 23:59 hrs / 11:59 p.m.
Dialogue stage	
Dialogue stage Kick-off meeting with Selected Candidates and presentation of Award guidelines and Agreement with annexes	16-10-2023
[more information about the Dialogue stage follows in the Award guidelines]	
Tender stage	
Deadline for receipt of the Tenders	15-03-2024 before 13:00 hrs / 1:00 p.m.
Notification of the (provisional) award decision	12-04-2024
Deadline legal protection period for Tenders that (for now) have been rejected	02-05-2024 before 23:59 hrs / 11:59 p.m.
Contract award / Contract Date	06-05-2024

1.10.2. Description of the procedure

The procurement consists of a Selection stage, a Dialogue stage and a Tender stage. The aim of the procurement is to enter into the Agreement with the Tenderer having the Economically Most Advantageous Tender with the best price-quality ratio. During the procurement we bring down the number of Candidates and Tenderers in two steps in order to select the Contractor:

Step 1: Selection stage ending with an Invitation to Participate in the Dialogue to Selected Candidates;

Step 2: Tender stage, which starts after the Dialogue stage and ends with the award of the contract to the Selected Tenderer.

All interested parties are given the opportunity to register as a Candidate for the Selection stage. The Selection stage is further described in chapter 3. Based on grounds for exclusion, suitability requirements and additional selection, the number of Candidates will be reduced to a maximum of 4, or, in case of equal scores, a maximum of 5. This is also described in chapter 3. The Dialogue stage and the Tender stage will be further described in the Award guidelines. At the Dialogue stage, the number of Candidates will not be reduced any further (there will be no funnelling).

1.11 Waiting room arrangement

Within one year from the award, the Contracting Authority can fall back on all Tenders if the Contractor to whom the contract has been awarded proves to be unable to carry it out. This means that the Contracting Authority can ask the subsequent Tenderer whether they still wish to deliver their Tender (without being obliged to do so; the Tenderer concerned may decide not to deliver their Tender after the initial validity period).

2. General information

2.1. Agreement of the Candidates

By submitting an Application to Participate, the Candidate unconditionally agrees with the procurement procedure described in these Selection guidelines.

2.2. Applicable regulations

The procurement procedure will be conducted as a competitive dialogue (Articles 2.28 and 2.29 of the Public Procurement Act).

Unless as otherwise provided in these Selection guidelines, the following laws and regulations apply to this procurement procedure, among others:

- Directive 2014/24/EU of 26 February 2014, on public procurement;
- Directive 89/665/EEC of 21 December 1989 the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts;
- The Public Procurement Act 2012;
- The Public procurement decision;
- The Proportionality Guide of 1 January 2022;
- the Act on the Promotion of Integrity Assessments by Public Administration (BIBOB Act).

2.3. Legal protection - choice of venue

- The Contracting Authority will communicate via TenderNed decisions with legal effect within the meaning of Article 1.1 of Directive 89/665/EEC in response to the procurement procedure to the relevant Candidate(s).
- All deadlines mentioned in the Tender documents start running the day after the decision is sent in the morning at 0.00 a.m. and all deadlines are expiry terms.
- All disputes in the context of this tender procedure must be submitted to the (interim relief judge of the) court in The Hague. A dispute is deemed to have been brought before the court at the time the document instituting the proceedings is lodged with the court (article 125 of the Code of Civil Procedure).
- If a Candidate objects to a decision regarding the selection of Candidates (including the selection decision and/or the decision to organise a drawing of lots as referred to below), he must institute summary proceedings against that decision, within a period of 20 calendar days after the date of dispatch of the notification of the Contracting authority's decision. A court is deemed to be seized at the time when the document instituting the proceedings is lodged with the court (article 125 of the Code of Civil Procedure). Said term is an expiry term. This means that if a Candidate has not instituted summary proceedings within 20 calendar days after the date of dispatch of the notification of the decision, such Candidate can no longer object to that decision; he has forfeited his right. In that case, the Contracting authority is free to (further) follow up on the decision. The right to take legal action against all the foregoing and/or to base any claim for compensation or any other claim on it will lapse. The right to file a claim for compensation or any other claim in proceedings on the merits will then also lapse, or at least be forfeited.
- If a tenderer objects to a decision regarding the award decision, they must, within 20 calendar days after the date of dispatch of the award decision of the Contracting authority, institute summary proceedings against that decision. A

court is deemed to be seized at the time when the document instituting the proceedings is lodged with the court (article 125 of the Code of Civil Procedure). Said term is an expiry term. This means that if a tenderer has not actually instituted summary proceedings within 20 calendar days after the date of dispatch of the notification of the award decision, the relevant tenderer can no longer object to that decision; and have forfeited their right. In that case, the Contracting Authority is free to (further) follow up on the award decision. In that case, the right to take legal action against all the foregoing and/or to base any claim for compensation or any other claim on it will lapse. The right to file a claim for compensation or any other claim in proceedings on the merits will then also lapse, or at least be forfeited.

- If the selection is made by drawing lots (see paragraph 3.14.4) and a participant to this drawing of lots objects to the outcome and to the decision made based on this outcome, they must make his objections known to the Contracting authority via TenderNed within a period of 3 calendar days after the date of dispatch of the notification of the Contracting authority's decision. Said term is an expiry term. This means that if no objection has been lodged within three (3) working days after the date on which the notification of the decision was sent, the Contracting authority is free to (further) follow up on the decision.

2.4. Changing and abandoning the procedure

The Contracting Authority reserves the right to change the procurement. The Contracting Authority may abandon the procurement procedure prematurely.

2.5. Announcement

The announcement was published on the date stated in paragraph 1.10.1 on the internet site www.TenderNed.nl.

2.6. Language

This procurement procedure is conducted in the Dutch language. The documents to be provided by the Candidate with the Application to Participate must be in the Dutch language, with the exception of official documents issued by a country other than the Netherlands. If a translation is requested, the candidate must provide the translation of such documents within 10 calendar days.

An English translation of these Selection guidelines and annexes will be made available to the extent possible, which may be of assistance to the Candidates. However, candidates can in no way derive any rights from the English version. The procurement procedure is based on the provisions in the Dutch procurement documents.

2.7. Information provision

2.7.1. Electronic communication

In this procurement procedure, communication between the Candidate and the Contracting Authority takes place electronically.

2.8. Confidentiality and Intellectual property rights

2.8.1. Confidentiality to be preserved by the Candidates

By participating in the procurement procedure, the Candidates undertake to preserve and protect the confidentiality of all information they receive from the Contracting

Authority - unless this information is available in the public domain - and not to disclose any confidential information to third parties. The Candidates must protect information received from the Contracting Authority against unauthorised use. They may disclose such information to contractors of the Candidates who are involved in the procurement procedure, subject to this confidentiality clause. This obligation does not apply if the contrary expressly ensues from the Selection guidelines or other communications from the Contracting Authority. The confidential information provided may only be used for the purpose for which it is intended.

2.8.2. Confidentiality to be preserved by the Contracting Authority and intellectual property rights

The following information is considered confidential:

- a) Reference information, Applications to Participate and Tenders;
- b) Confidential Information as referred to in paragraph 2.9.2;
- c) All other information that is confidential by its nature.

Confidential information is treated as such by the Contracting Authority. The Contracting Authority will therefore not disclose confidential information to third parties – including other Candidates – except if the Contracting Authority is reasonably obliged to disclose such information pursuant to any legal obligation or in the context of legal proceedings. Before the Contracting Authority provides confidential information to third parties in such situations, it will consult with the relevant Candidate about a method of disclosure that is least objectionable for the latter, without prejudice to the fulfilment of the above-mentioned obligations by the Contracting Authority.

Participation in the procurement procedure does not entail transfer to the Contracting Authority of any intellectual property rights the Candidates may have, unless agreed otherwise.

2.9. General and Confidential Information

During the procurement procedure, the Candidates may ask the Contracting Authority for information about the Tender documents. Requests for information may cause the Contracting Authority to provide General or Confidential Information.

The Contracting Authority may also provide information to Candidates on its own initiative.

For each stage of the procurement procedure, the Contracting Authority will indicate until which date requests for information can be submitted.

2.9.1. General Information

In principle, the Contracting Authority will respond to requests for information by providing General information. General Information consists of adjustments, elaborations and explanations that are identical for and apply equally to each Candidate, or of other types of information about the Tender documents.

2.9.2. Confidential Information

If a response to a request for information from a Candidate as General Information would have the consequence that confidential information of the Candidate is disclosed

(for instance information on the solutions proposed by the Candidate, or other company-confidential information), the Candidate may request the Contracting Authority to treat his request as Confidential Information, explaining why. The Contracting Authority shall make a decision on such a request. If the Contracting Authority grants the request, it will only communicate the information to the relevant Candidate in the form of Confidential Information. If the Contracting Authority denies the request, the Contracting Authority will inform the Candidate concerned and will not provide any (Confidential or General) Information in response to this request, unless the request for (Confidential) Information referred to an error in the Tender documents, about which the Contracting Authority must inform the other Candidates.

If intended or proposed solutions qualified as Confidential Information can only be carried out if the Tender documents are adjusted and the Contracting Authority thinks that such adjustment is in the Contracting Authority's interest, the Contracting Authority is entitled to issue General Information purporting to adjust the Tender documents. The Contracting Authority will discuss the wordings of the General Information with the Candidate making the inquiry. The Candidate concerned will be given the opportunity to make a proposal to the Contracting Authority for the wordings of the General Information. If this exchange does not lead to an agreement on the wordings of the General Information to be provided, the Candidate concerned will be allowed to withdraw its request for (Confidential) Information and the Contracting Authority will not provide any (Confidential or General) Information in response to this withdrawn request, unless the request for (Confidential) Information concerns an error in the Tender documents about which the Contracting Authority must inform the other Candidates.

2.10. Communication

The Candidates are not allowed to interact with employees of the Contracting Authority, consultants of the Contracting Authority, other (legal) persons who are involved in the procurement on behalf of the Contracting Authority, or to communicate about the procurement to other stakeholders in the procurement, other than with the written consent of the Contracting Authority. A request for such written consent must be submitted by a Candidate to the Contracting Authority as a "request for information".

Candidates not acting in accordance with the provisions of this paragraph may be excluded from (further) participation in the procurement.

2.11. Inside Information and Conflicts of Interest

Each Candidate and Third Party must state in the Supplementary Self-Declaration (annex 2.3 B) whether there is or has been involvement in the preparation of the procurement and whether there are conflicting interests that could have a negative impact on the execution of the procurement. Any involvement in the preparation of the procurement is presumed to be inside information and/or a conflict of interest.

The Contracting Authority gives the Candidate the opportunity, to the satisfaction of the Contracting Authority, to rebut the presumption referred to in the previous paragraph and to demonstrate that the (previous) involvement does not disrupt fair competition.

A Candidate can be excluded from participating in the tender procedure if the presumption referred to in the first paragraph is not rebutted or if there are conflicting

interests that could have a negative effect on the execution of the procurement that cannot be remedied effectively with other, less radical measures.

2.12. Complaints related to the procurement procedure

If a Candidate objects to (a part of) the present procurement procedure, the Candidate is requested to first make this known in the manner described in paragraph 2.9. Should the Candidate (still) have an objection after receiving the information notice, the Candidate can submit a complaint to the Internal Tendering Complaints Reporting Center of the Contracting Authority, without prejudice to the provisions of paragraph 2.3.

Complaints must be filed via inkoopfc@rdw.nl.
(oral complaints will be set aside).

The Candidate must clearly indicate what the complaint is about and how the Candidate thinks the problem can be solved. The complaint must also include:

- i. date;
- ii. name of the complainant;
- iii. address of the complainant;
- iv. e-mail address of the complainant;
- v. reference and title of this procurement procedure.

The complaint handling officer appointed by the Contracting Authority will inform the Contracting Authority as soon as possible about the advice of the complaint handling officer in response to the complaint. The Contracting Authority will then make a decision and informs the complainant accordingly.

2.13. Justifications in the context of the Public Procurement Act

Based on the estimated contract value, which exceeds €215,000, a European procurement must be carried out pursuant to the Public Procurement Act 2012. The Contracting Authority has already considered and chosen not to divide the contract into several smaller contracts or lots, but to call for tenders for the entire project. This is also in line with international practices in the toll domain.

The Contracting Authority believes that this is one single contract and not a merger of different contracts within the meaning of article 1.5 of the Public Procurement Act 2012. A division into lots is not considered appropriate. In this context, the Contracting Authority points out:

In principle, the observation must be set up as an integral design, to the extent possible. In other words: observation is outsourced to one and the same party and requested as a service performance. Splitting up elements of the Observation Service between a market party and the government, or between different market parties, must be avoided as much as possible. Although it is possible to set up a legal framework for the integration of different building blocks of one service package (such as the collection and transfer of enforcement data), in practice such a setup would require constant vigilance. It would mean that there is a real risk of faulty integration on the Go Live Date (with a possible postponement as a result) and during the performance of the Observation Service. This integration risk would lead to other risks, particularly relating to timeliness, reliability and manageability. A key risk is that the Heavy Goods Vehicle Toll system cannot go live without a well-functioning Observation Service.

The Public Procurement Act 2012 provides for several different procurement procedures. Because of the specific characteristics of the Observation Service, the contract cannot be

put out to tender through one of the standard procurement procedures (the public procedure and the restricted procedure). The contract includes design or innovative solutions (within the meaning of article 2.28(1)(a)(2) Public Procurement Act 2012) and the needs of the Contracting Authority cannot be met without adapting readily available solutions (in the meaning of article 2.28(1)(a)(1) Public Procurement Act 2012). Given the complexity of the system, the organizational environment and the fact that Heavy Goods Vehicle Toll is a novelty the Netherlands, there is a need to consult with market parties during the procurement procedure of the Observation Service. The purpose is to give both the Contracting Authority and the Candidates the assurance that the requested service is clear, that solutions are possible within the conditions set, that the solutions can be delivered at an acceptable price and that it is possible to discuss and share the risks between the parties involved. In the end, the aim is to enable healthy bids and a solid execution. This need plays an essential role in the choice of a suitable procurement procedure: the competitive dialogue.

The intended remuneration model is described in chapter 1.8 of these Selection guidelines. This model shows that the Contractor is entitled to the realization fee at the end of the realization stage as soon as it is found that the Observation Service meets the requirements. This means that the Contractor must have the financial capacity to bridge the period of the realisation stage. To limit the financing costs for the Contractor, interim advance payments are offered against bank guarantees to be provided by the Contractor (see chapter 1.8).

The choice for this payment method ensues from the setup of the Observation Service: the Contractor creates its own (company) specific systems and processes, which are of no use to the Contracting Authority as long as the realization has not yet been completed and as long as it has not been shown that the Observation Service meets the requirements. In other words: the Contracting Authority pays substantial amounts in advance during the realization stage, while it has not yet been shown that the system meets the requirements. In a scenario of early termination of the Agreement during the realization stage (for example because of insolvency of non-performance of the Contractor), the Contracting Authority may have paid substantial amounts in advance, without receiving functional services in return. To mitigate this risk, the Contracting Authority requests that these payments be covered with bank guarantees.

The Contracting Authority is aware that these bank guarantees are (or may be) higher than the 5% of the contract value referred to in Regulation 3.5D paragraph 2 of the Proportionality Guide. However, under paragraph 4 of this regulation, such bank guarantees are permitted (and said paragraph 2 does not apply), if payment prior to performance is part of the Agreement. Such is the case here: at the realization stage, payments can be made as described above. Regulation 3.5D paragraph 2 of the Proportionality Guide is therefore not applicable. Insofar as that paragraph would apply, the Contracting Authority believes that it is acting proportionately and that a deviation from this paragraph is justified in view of the risks described above.

In order to be certain, the Selected Candidates have sufficient financial means, the Contracting Authority asks for a letter of commitment (see chapter 3.10.2).

2.14. Tender participation costs

All costs related to this tender will be borne by the Candidate/Tenderer.

3. Selection stage

3.1. General

At the Selection stage, the Candidates can qualify for participation in the Dialogue stage. To this end, the Contracting Authority will assess the Candidates on the basis of the grounds for exclusion, eligibility requirements and additional selection criteria described in this chapter.

The Candidate must meet the requirements set out in this chapter and complete the forms included in Annex 2 completely and correctly. Incomplete and/or incorrect information may lead to exclusion from (further) participation in the procurement procedure.

3.2. Information

Information about the procurement procedure and the documents relevant to the application can be requested up to the time stated in paragraph 1.10 by means of TenderNed, "Questions and answers". The provisions of paragraph 2.9 apply to this information.

Requests not submitted on time will in principle be set aside by the Contracting Authority.

3.3. Application to Participate

Interested parties can submit their Application to Participate via TenderNed up to the time stated in paragraph 1.10, the clock of TenderNed being decisive. The digital vault in TenderNed closes at the specified time. The Application to Participate will not be processed if it has been submitted in any other way. If the documents to be submitted digitally with the Application to Participate must be signed, this signature must be performed in accordance with the requirements of paragraph 1.4.

The Application to Participate must be set up entirely in accordance with the model prescribed in Annex 2.1. The Application to Participate must be signed by an authorized representative on behalf of Candidate (see annex 2.1.).

No Applications to Participate can be submitted after closure of the digital safe in TenderNed at the time specified in this paragraph.

3.4. One-time involvement of (legal) persons

Without prejudice to the provisions below, (legal) persons may participate only once as a Candidate or may be involved as a Third Party through only one Candidate. For the purposes of this provision, (legal) persons that meet the following conditions are in any case regarded as one (legal) person:

1. (Legal) persons that are affiliated to each other in a manner as referred to in article 2: 24a Dutch Civil Code; or
2. (Legal) persons that are affiliated to each other in a group as referred to in article 2: 24b Dutch Civil Code; or
3. (Legal) persons that are affiliated to each other under foreign law in a manner comparable to sub 1 or sub 2.

Non-compliance with this prohibition will lead to exclusion, unless the relevant Candidate demonstrates that Tenders can be submitted independently and this does not disrupt fair competition (in accordance with applicable case law).

3.5. Article 6 Competition Act

Entirely superfluously, the Contracting Authority points out to the Candidates that it is prohibited to enter into agreements that have the object or effect of preventing, restricting or distorting competition in the Dutch market or part thereof.

The Contracting Authority reserves the right to report to the Authority for Consumers and Markets any Candidates whom the Contracting Authority suspects to have entered into an agreement for the purpose of this procurement in violation of the Competition Act, to have contributed to a decision of an association of undertakings or to have coordinated between them their conduct with company / companies, with the purport of or resulting in the obstruction, restriction or distortion of competition on the Dutch market or part thereof.

3.6. Demonstration of suitability

3.6.1. General

The Candidates must demonstrate that they meet the suitability requirements set out in paragraph 3.10 and 3.11 themselves, or (partly) with the help of one or more Third Parties.

3.6.2. Recourse to third party: Financial and economic capacity

A Candidate relying on the financial standing of another natural or legal person (e.g. a holding company) must submit annex 2.5 'Model Third party statement – Reliance on Financial Standing' with his registration. These other natural or legal persons will, in the performance of the Agreement, be jointly and severally liable towards the Contracting Authority for the performance of the Agreement by the Contractor.

3.6.3. Recourse to third party: Significant Subcontractors

A (legal) person whose technical competence is relied upon by a Candidate to meet one or more suitability requirements from paragraph 3.11 and/or further selection criteria set out in paragraph 3.14, is regarded as a Significant Subcontractor.

If a Candidate relies on one (or more) Significant Subcontractor(s), they must demonstrate when submitting his Application to Participate that and how they will (be able to) actually have access to the experience of those third parties, to which end the relevant Significant Subcontractor must complete the model statement included in annex 2.2 and sign it in accordance with the requirements of paragraph 1.4.

Significant Subcontractors must actually be deployed for the activities related to the requirements and/or further selection criteria for which the Significant Subcontractor is called upon.

3.6.4. Experience

With regard to the suitability requirements as stated in paragraph 3.11, a Candidate or Significant Subcontractor can only call upon certain experience if and insofar as that Candidate or Significant Subcontractor has itself performed the work relevant to that experience.

3.7. Changes in the composition of Candidates, designation of Significant Subcontractors

If, after the selection of Candidates and Invitation to Participate in the Dialogue, unforeseen circumstances become apparent, such as the withdrawal of a company that is part of the Selected Candidate or a Third Party due to events beyond the control of the Candidate, or for organizational reasons, Selected Candidates may propose changes

in their composition or in the designation of Third Parties, provided that this does not unnecessarily widen the circle of involved parties. The Candidate proposing such a change must explain the reasons for this change in their proposal.

The Contracting Authority must expressly authorise such changes in writing. Conditions may be attached to this permission. The Contracting Authority will assess whether the change in composition has consequences for, for example:

- the applicability of grounds for exclusion;
- the compliance with the eligibility requirements or selection criteria;
- inside information or conflict of interest;
- other aspects related to competition law.

However, the Contracting Authority will not refuse permission on unreasonable grounds.

For permission it is in any case necessary that the Candidate demonstrates that after the change, all requirements imposed on Candidates and Third Parties in the context of this procurement procedure until then are still being met. If a selection has taken place, permission also requires the Candidate to demonstrate that, in the new composition, they would achieve at least the same or a higher total score if the selection criteria were applied.

3.8. Documents to be submitted with an Application to Participate

An overview of the documents to be submitted is included in the overview per requirement in annex 2.1. The prescribed method of signing is stated in paragraph 1.4.

3.9. Exclusion grounds

3.9.1. Mandatory exclusion grounds

The Contracting Authority excludes any Candidate from participation or involvement in the procurement procedure if the Candidate, and/or, as the case may be, a member of its consortium or its Third Party, is subject to one or more of the circumstances referred to in article 2.86 Public Procurement Act 2012, without prejudice to the provisions of articles 2.86a, 2.88, 2.92 paragraphs 5 and 6 and 2.94 paragraph 5 Public Procurement Act 2012.

3.9.2. Optional exclusion grounds

The Contracting Authority shall exclude any Candidate from participation or involvement in the procurement procedure if the Candidate, and/or, as the case may be, a member of its consortium or its Third Party, is subject to one or more of the circumstances referred to in article 2.87 Public Procurement Act 2012, without prejudice to the provisions of articles 2.87a and 2.88 Public Procurement Act 2012.

3.9.3. Exclusion grounds related to ties with Russia

Any Candidate who, at the time of submission of the Application to Participate, must be excluded on the basis of the sanctions regulations applicable at that time with regard to persons and legal entities associated with Russia (at the time of the announcement of the procurement this concerns article 5 duodecies of regulation 833/2014).

If the Candidate is a consortium and/or relies on Third Parties, the Candidate will be excluded if a member of his consortium or the relevant Third Party should be excluded on the basis of the sanction regulations referred to above.

3.9.4. Advice Bureau BIBOB

If the Contracting Authority has indications that a Candidate or Third Party finds himself in one or more of the circumstances referred to in articles 2.86 to 2.87 or 2012 of the

Public Procurement Act 2012, but the Contracting Authority has insufficient information available to substantiate exclusion of that entrepreneur from participation or further involvement, the Contracting Authority can request advice from the Bureau BIBOB (see article 8 of the Act on the Promotion of Integrity Assessments by Public Administration (BIBOB Act)).

3.9.5. Exclusion

A completed European Single Procurement Document or Supplementary Self-declaration counts as a Self-declaration of the party that submitted the declaration. The supporting documents as referred to in article 2.89 Public Procurement Act 2012 must be submitted at the request of the Contracting Authority. The Candidate must submit the evidence to the Contracting Authority within five working days.

In the event of a defect in the European Single Procurement Document, the Supplementary Self-declaration or the means of proof referred to above, the Contracting Authority will give the relevant Candidate the opportunity to remedy the defect within a period of 5 working days, counting from the day of sending a request thereto. If the Contracting Authority has not received the requested information within the specified period or if the defect has not been rectified by the answer, the Candidate will be excluded from participation in the (further) procurement procedure.

Incomplete or incorrect completion of a Uniform European Tender Document or Supplementary Self-declaration may lead to exclusion of the Candidate from participation in the (further) procurement procedure.

Candidates who, in the opinion of the Contracting Authority, act contrary to the regulations or requirements stated in the Tender documents, may be excluded from (further) participation in the procurement.

If at any time it appears that a Candidate has provided incorrect information, that Candidate may be excluded from (further) participation in the procurement.

Candidates (and Third Parties) must at all times continue to comply with the provisions of the Selection guidelines with regard to exclusion grounds and eligibility requirements.

3.10. Financial and economic capacity

3.10.1. Requirement Financial and economic capacity (a): sufficient financial capacity

The Candidate must state:

- that it has sufficient financial and economic capacity to carry out the assignment without continuity risk for the Client and
- Candidates obliged to file their annual accounts must state that the most recent auditor's report does not contain a so-called going concern assumption. Candidates who are not obliged to file their annual accounts must declare with substantiation that there is no risk of discontinuity at the time the Application to Participate is submitted, see annex 2.7.

If the Application to Participate is made by a group of Entities , all parties must state that they meet the above-mentioned suitability requirement.

3.10.2. Requirement Financial and economic capacity (b): letter of guarantee

The Candidate must also declare that it has sufficient financial and economic capacity to provide an on-demand bank guarantee (performance bond) in the amount of € 6 million should the Agreement be awarded. The performance bond will be in effect for the entire term of the agreement. The aforementioned amount can be reduced after the realization

stage has been completed and it has been established that the Roadside Equipment meets all requirements. This will be elaborated in the Agreement. At the Dialogue stage, the requested surety can be discussed in more detail, which may lead to adjustments to this component at the Dialogue stage.

After preliminary selection, a Selected Candidate must, at the first request of the Contracting Authority, submit within 10 calendar days a letter of commitment for the issuance of the performance bond as proof of compliance with this requirement. The letter of guarantee must be issued by a credit institution established in the EU, EEA or OECD country that has a rating of at least A- by Standard & Poor's or A2 by Moody's or A- by Fitch or an equivalent rating, and is registered in the register referred to in Article 1:107 of the Financial Supervision Act. The letter of guarantee must be provided in accordance with the model in annex 2.6. The letter of guarantee must have a minimum validity period of 15 months from the date of submission of the Application to Participate.

In case of application as a Candidate by a consortium of entrepreneurs, all entrepreneurs must declare that they jointly meet the above requirement and, after preliminary selection, the aforementioned letter of guarantee must be issued on behalf of the consortium.

3.11. Technical and organizational competence

The Candidate must demonstrate that it has the following experience for the execution of the Agreement:

- a. The Candidate has carried out a contract for registration number recognition and the reading of on-board equipment using Fixed Roadside Equipment with ANPR and DSRC, with an invoiced amount equal to or greater than € 5 million (net of VAT), whereby the Candidate was ultimately responsible for the realization, being the design, installation and testing of the Roadside Equipment for supplying registration number data.
- b. The Candidate has carried out a contract for registration number recognition and the reading of on-board equipment using Fixed Roadside Equipment with ANPR and DSRC, with an annual invoiced amount equal to or greater than € 2 million (net or VAT), whereby the Candidate is (was) ultimately responsible for the operation, being the administration, operation, maintenance and further development of the Roadside Equipment and the supply of registration number data.
- c. The Candidate has performed a contract for Roadside Equipment ANPR in which registration numbers are recognized at high speed (80 km/h or higher).
- d. The Candidate must have a quality management system that meets the requirements set out in the ISO 9001:2015 standard, with the subject of this tender as the scope. If the Candidate is a consortium of entities, this requirement only applies to the entities (s) in the consortium whose technical and organizational competence the Candidate relies on for the suitability requirements as referred to in this paragraph 3.11 under a – c above.

3.11.1. Documents to be submitted

The Candidate must certify, by means of the model attached as annex 2.4, that he meets the requirements stated in paragraph 3.11 under a - c. The model in Annex 2.4 must be submitted separately for each reference project.

Per suitability requirement stated in paragraph 3.11 under a - c a maximum of one (1) reference project must be submitted. The same reference project may be submitted for several suitability requirements from paragraph 3.11 under a-c. For a reference project

that is used for several suitability requirements, the model in Annex 2.4 only needs to be completed once.

The Candidate shall demonstrate their compliance with suitability requirements in paragraph 3.11 under a, b and c with a reference contract that the candidate has carried out in the period of seven (7) years prior to the deadline for receipt of the Applications to Participate. The reference contract may have started earlier and may also concern an ongoing contract, whereby the service is being operated / has been operational for at least one (1) year – i.e., the Operational stage has already been running for at least one year at the time of the deadline for receipt of the Applications to Participate. Competence can only be demonstrated with activities that have already been performed in the stated period.

By submitting Annex 2.3 A 'European Single Procurement Document', the Candidate certifies that at the time of submitting the application to participate it complies with the suitability requirement described in paragraph 3.11 under d. When the Candidate is selected to participate in the Dialogue stage, the Candidate must submit as evidence within 10 calendar days upon request of the Contracting Authority:

- a valid certificate issued by a competent authority confirming that the Candidate complies with the ISO 9001:2015 standard, with the scope being the work to be carried out in the context of this contract, or
- an equivalent (or better) valid certificate, or;
- a description of its own quality management system from which it appears, in the opinion of the Contracting Authority, that the candidate meets the requirements set out in the ISO 9001: 2015 standard.

3.12. Verification by the Contracting Authority

The Contracting Authority reserves the right to verify the validity of all references provided in Annex 2.4, for instance by contacting the person appointed by the Candidate as the contact for the Contracting Authority. The Candidate is obliged to cooperate in this.

3.13. Selection decision and Invitation to Participate in the Dialogue

The Contracting Authority will only invite Candidates to participate in the Dialogue stage who have shown to have no exclusion grounds as mentioned in paragraph 3.9 and who meet the eligibility requirements as mentioned in paragraphs 3.10 and 3.11. Paragraph 2.3 applies to the selection decision and decisions of the Contracting Authority not to invite Candidates to the Dialogue.

If a provisionally Selected Candidate cannot submit the correct evidence in time in accordance with paragraph 3.9.5, the Contracting Authority is free to exclude them after all and to invite the highest ranked non-selected Candidate for the Dialogue stage, even if this stage has already started.

3.14. Further selection procedure

3.14.1. General

A maximum of 4 of the Candidates who, in view of paragraph 3.13, qualify for an Invitation to Participate in the Dialogue, will be invited to participate in the Dialogue.

If more than 4 Candidates are eligible for an invitation, the further selection will be made on the basis of the selection procedure described below.

3.14.2. Additional selection criteria

Additional selection criteria are used to bring down the number of Candidates having submitted a valid Application to Participate, to whom no exclusion grounds apply and who meet the eligibility requirements, to a maximum of 4, except for the situation described in 3.14.4. The selection criteria, including the assessment framework and the maximum number of points, are shown in the tables below. The Candidate can call on a Third Party within the framework of the Selection Criteria (see paragraph 3.6.3).

The Candidate shall demonstrate its competence with a reference contract that the Candidate has carried out in the period of seven (7) years prior to the deadline for receipt of the applications to participate. The reference project may have started earlier and may also be an ongoing project. However, for all criteria, the service must have been operational for at least one (1) year (the Operational stage has been running for at least one year). Competence can only be demonstrated with activities that have already been performed in the stated period.

A maximum of one (1) reference project may be submitted per selection criterion. The same reference project may be submitted for several selection criteria and/or suitability requirements from paragraph 3.11 under a-c. The reference table in annex 2.4 must be completed separately for each selection criterion, regardless of whether the reference contract is also used for another selection criterion and/or suitability requirement.

SC1 – Fixed Roadside Equipment

Description

The degree to which the Candidate is competent in the design, installation, testing, management, operation, maintenance and further development of Fixed Roadside Equipment, mounted on a road portal above the road, that provides observation data based on free flow, ANPR and DSRC transaction.

Development

The Candidate should fill in Annex 2.4, stating in any case:

- A description of the project and activities performed by the candidate, including the number of detection points and the mounting setup of the equipment above the road. The Candidate should indicate in any case which of the requested activities (design, building, testing, operation, management, maintenance and further development) they have carried out in the reference project.
- A description of the performance achieved upon delivery and during operation (e.g. the detection ratio, 'non-identifiable vehicles' ratio and 'false positive' ratio) and the weather conditions under which these performance were achieved.
- The type of Roadside Equipment and the technology used based on free flow.
- The type of DSRC transaction including the applicable ISO standard (Compliance Check Communications (CCC) transaction based on ISO 12813 or tag transaction based on ISO 15509).
- The type of road: whether or not it is a motorway, the number of lanes per driving direction and the maximum speed.
- The average number of passing motor vehicles per day and the maximum number of passing motor vehicles per hour.

Assessment framework

The Candidate's answer will be assessed on the extent to which the reference demonstrates that the Candidate has the requested competence as stated above. The following aspects are taken into account:

- i. Which of the requested activities the Candidate has carried out (a larger number of the requested activities demonstrates the requested competence better than a smaller number).
- ii. The performance achieved with the Fixed Roadside Equipment on delivery and during operation (excellent performance best demonstrates the required competence, e.g. a high detection rate, a low 'unidentifiable vehicles' rate and a low 'false positive' rate).
- iii. The complexity of the reference project. The following aspects are taken into account:
 - o The type of DSRC transaction (a 'CCC' transaction better demonstrates the requested competence than a tag transaction).
 - o The maximum speed on the road (a higher maximum speed better demonstrates the required competence than a lower maximum speed).
 - o The average number of passing motor vehicles per day and the maximum number of passing motor vehicles per hour (a larger number of motor vehicles demonstrates the required competence better than a smaller number of motor vehicles).
 - o The maximum number of lanes per driving direction (a larger number of maximum lanes better demonstrates the required competence than a smaller number of lanes).

Maximum number of points

35

SC2 – Moveable Roadside Equipment

Description

The degree to which the Candidate is competent in the design, testing, management, operation (including storage and (re)location), maintenance and further development of Moveable Roadside Equipment that provides observation data based on ANPR or DSRC transaction.

Development

The Candidate should fill in Annex 2.4, stating in any case:

- A description of the project and activities performed by the Candidate, including the number of Moveable Roadside Equipments and the mounting setup of the equipment above the road. In any case, the Candidate should indicate which of the requested activities (design, building, installing, testing, operating, storing, moving, managing, maintaining and further developing) they have carried out in the reference project.
- A description of the performance achieved upon delivery and during operation (e.g. the detection ratio, 'non-identifiable vehicles' ratio and 'false positive' ratio) and the weather conditions under which these performance were achieved.
- The number of relocations per year, the handling of safety requirements, whether the relocations were initiated by the Client or the Contractor and whether the relocations were carried out by the Client or the Contractor. If relocations have been initiated by the client, also the response speed (the time between order and commissioning).
- The type of Roadside Equipment and the technology used, including the applicable ISO standard (Compliance Check Communications (CCC) transaction based on ISO 12813 or tag transaction based on ISO 15509 or ANPR).
- The type of road (whether or not a motorway and the maximum speed).
- The average number and maximum number of passing motor vehicles per hour;.

Assessment framework

The Candidate's answer shall be assessed on the extent to which the reference demonstrates that the Candidate has the requested competence as described above. The following aspects are taken into account:

- i. The number of activities the Candidate has carried out (a larger number of the requested activities demonstrates the requested competence better than a smaller number).
- ii. The performance achieved with the Moveable Roadside Equipment on delivery and during operation (excellent performance best demonstrates the required competence, e.g. a high detection rate, a low 'unidentifiable vehicles' rate and a low 'false positive' rate).
- iii. The relocations of the equipment (carried out by the Candidate itself demonstrates the competence better than carried out by the client, a larger number of relocations demonstrates the requested competence better than a smaller number of relocations).
- iv. The complexity of the reference project. The following aspects are taken into account:
 - o The technology used (DSRC Compliance Check Communications (CCC) transaction based on ISO 12813 best demonstrates the requested competence).
 - o The maximum speed on the road at which the Moveable equipment was deployed (a higher maximum speed better demonstrates the requested competence than a lower maximum speed).
 - o The average number and maximum number of passing motor vehicles per hour in which the Moveable equipment was used (a larger number of motor vehicles demonstrates the requested competence better than a smaller number of motor vehicles).

Maximum number of points

20

SC3 – Vehicle classification and data

Description

The degree to which the Candidate is competent in the design, installation, testing, management, operation, maintenance and further development of systems for determining the correct vehicle classification and data based on free flow.

Development

The Candidate should fill in Annex 2.4, stating in any case:

- A description of the project and the activities performed by the Candidate. The Candidate should indicate in any case which of the requested activities (design, installation, testing, operation, management, maintenance and further development) they have carried out in the reference project.
- A description of the type of classification system, including the technology used, the vehicle classes, the number of roadside classification units in use and the mounting setup of the roadside classification units.
- A description of the performance achieved upon delivery and during operation, including in any case the classification degree and the false positives ratio (ratio of vehicles that are incorrectly classified), and the weather conditions under which these performance were achieved.
- The type of road: whether or not it is a motorway, the number of lanes per driving direction and the maximum speed.
- The average number of passing motor vehicles per day.

Assessment framework

The Candidate's answer shall be assessed on the extent to which the reference demonstrates that the Candidate has the requested competence as described above. The following aspects are taken into account:

- i. The number of activities the Candidate has carried out (a larger number of the requested activities demonstrates the requested competence better than a smaller number).
- ii. The performance of the classification system to classify the classes of passing motor vehicles achieved on delivery and during operation (a higher classification degree with a lower ratio for false positives demonstrates the requested competence better than a lower classification degree with a higher ratio for false positives).
- iii. The complexity of the reference project. The following aspects shall be taken into account:
 - o The maximum speed on the road (a higher maximum speed better demonstrates the required competence than a lower maximum speed).
 - o The average number of passing motor vehicles per day (a larger number of motor vehicles demonstrates the requested competence better than a smaller number of motor vehicles).
 - o The maximum number of lanes per driving direction (a larger number of maximum lanes better demonstrates the required competence than a smaller number of lanes).
 - o The type of classification system used in the reference project (the more the system uses classes comparable to the classes in the current project (motor vehicle above 3500 kg and motor vehicle below 3500 kg), the better the competence will be demonstrated).

Maximum number of points

15

SC4 – Providing reliable data with regard to vehicle detection

Description

The extent to which the Candidate has experience with the automatic and/or back office processing and delivery to a client of large amounts of reliable data (correct and complete) with regard to vehicle detections. In addition, the speed at which Candidate can send data is important for the purpose of the Signalling Report to ILT.

Development

The Candidate should fill in Annex 2.4, stating in any case:

- A description of the project and activities performed by Candidate, including working methods and manual activities in the back office.
- Which reports have been submitted (Vehicle Passage Report/Alert Report) and which data (per report) has been provided (e.g. registration numbers, photos/images, reliability).
- The average number of (vehicle passage) reports delivered per day and the maximum number per hour during the reference project.
- The techniques (automated and/or manual) used to improve the quality of the data and (in particular) to reduce the number of false positives.
- The performance/service levels achieved by Candidate.

Assessment framework

The Candidate's answer is assessed on the extent to which the reference demonstrates that the Candidate has the requested competence as described above. The following aspects are taken into account:

- i. The complexity of the report, i.e. the data of which the report consists (the more complex the report is, i.e. a report containing more different types of data, the better the requested competence is demonstrated).
- ii. The average number of reports submitted per day and the maximum number per hour (a higher number indicates the competence better than a lower number).
- iii. The performance / service levels achieved by the Candidate (better performance and/or higher service levels better demonstrate the requested competence).

Maximum number of points

30

3.14.3. Scoring methodology

The Contracting Authority shall assess the reference projects submitted in the context of the selection (SC1 to SC4) on the basis of the assessment aspects as stated in the assessment framework for each selection criterion. The contracting authority shall take into account the overall development per selection criterion and the substantiation provided. The assessment aspects are not sub-selection criteria and will not be scored separately.

The table below gives an overview of the grades with associated substantiations for all selection criteria. The Contracting Authority will assign a grade to each selection criterion based on the table below.

Assessment score and rating	Substantiation:
10 - Excellent (most appropriate competence)	The Candidate has provided an answer which shows that their experience corresponds very well with the requested competence
8 - Good (very appropriate competence)	The Candidate has provided an answer which shows that their experience corresponds well with the requested competence
6 - Sufficient (appropriate competence)	The Candidate has provided an answer which shows that their experience corresponds sufficiently with the requested competence
4 - Fair (little appropriate competence)	The Candidate has provided an answer which shows that their experience corresponds hardly with the requested competence
2 - Poor (very little appropriate competence)	The Candidate has provided an answer which shows that their experience corresponds very little with the requested competence
0 No appropriate competence	The Candidate has provided an answer which shows that their experience does not correspond with the requested competence or The candidate did not provide an answer to the selection criterion.

The points obtained per selection criterion are then calculated as follows:

Final rating	Score per selection criterion
10	100% of maximum points
8	75% of maximum points
6	50% of maximum points
4	20% of maximum points
2	10% of maximum points
0	0% of maximum points

The Contracting Authority will be advised by an assessment committee. Each member of the assessment committee, which consists of specialists from different business units of the Contracting Authority, will first assess the Applications to Participate received - first individually with regard to the selection criteria and scores the elaboration of each selection criterion. Each Application to Participate will be assessed by each individual

assessor on its own merits. Nevertheless, the assessors can take into account what they have observed in the other Applications to Participate in their qualitative assessment. After all, this can affect the assessment framework and expectations of the assessment committee and its individual members. Each assessor will carry out the quality assessment based on their own experience and expertise.

After the individual assessments, the assessment committee shall meet for a plenary session to discuss the scores and findings. During this plenary session, the assessors will reach a consensus on a final score for each selection criterion, making a choice only from the scores in the table above.

The table above shows the percentage of the maximum number of points awarded for each score. For each selection criterion, this table is used to allocate points to an Application to Participate. To arrive at the total score of the registration, all points are added up.

3.14.4. Selection method

The four Candidates with the highest final score on the additional selection criteria described in paragraph 3.14.2 will be the Selected Candidates and will be invited to the Dialogue stage.

If two Candidates with an equal final score have both finished in fourth place in the ranking, both Candidates with an equal final score will be invited to the Dialogue stage (so that in total the five Candidates with the highest final score will be invited).

If the final score is the same for more than two Candidates, whereby this influences the determination of the four Candidates with the highest final score, the scores on the most important additional selection criterion (SC1) will be taken into account for the Candidates who are tied. The two Candidates scoring the highest score with this method will be invited (so that a total of five Candidates will be invited for the Dialogue stage). If those scores are also tied, the score on the next most important additional selection criterion (SC4, then SC2, then SC3) will be taken into consideration. Only in the case of complete equal scores on all selection criteria, will the equally scoring Candidates be drawn by lots, after which the two winning Candidates will be invited for the Dialogue stage (so that a total of five Candidates will be invited for the Dialogue stage). For objections, see paragraph 2.3 (Legal protection - choice of venue).

4. Dialogue stage

This chapter 4 will be fleshed out in the Dialogue stage. The content below is a non-binding chapter for information purposes only. The Contracting Authority expressly reserves the right to make changes and to publish a final version of chapter 4 at the start of the Dialogue stage.

4.1. General

Tenders that do not meet the requirements set out in the Tender documents will be set aside. The assessment of the tenders and the final contract award will take place on the basis of the award criterion 'Most Economically Advantageous Tender with the best price-quality ratio' (MEAT-BPQR).

4.2. Award criteria

The contract will be awarded to the Tenderer who has submitted the Tender with the best price-quality ratio (BPQR), provided that the Tenderer does not have to be excluded from the Contract award.

The award criteria are:

1. Price
2. System design
3. Realisation plan
4. Operational plan
5. Corporate Social Responsibility

A fictitious tender price will be calculated for price. This fictitious tender price is used for the purpose of comparing the tenders and is not a real contract price.

The BPKV Tender is the Tender with the best score on the combination of all award criteria.

The full chapter 4 will be available in the Award guidelines.

Annexes

Annex 1: Definitions

Accreditation

The accreditation process that Service Providers must go through to gain access to the EETS area Heavy Goods Vehicle Toll.

Agreement

The agreement for the Observation Service, including all annexes.

Allowed maximum mass

The allowed maximum mass of a Truck, as described in article 1 of the HGV Act.

Application to Participate

The Application to Participate, including all annexes, submitted by the Candidates as set out in chapter 3 of these Selection guidelines.

Award guidelines

The document to be provided to the Selected Candidates after the Selection stage, describing the Dialogue stage and the Tender stage, including all annexes.

BPQR

Economically Most Advantageous Tender with the best price-quality ratio.

Candidate

A (legal) entity, or a combination of (legal) entities submitting an Application to Participate in this procurement procedure.

Confidential Information

Information provided by the Contracting Authority to the Candidate in accordance with paragraph 2.9.2 of the Selection guidelines.

Contracting Authority

RDW, the Netherlands Vehicle Authority, a public-law entity and independent administrative body established in Zoetermeer, in the meaning of article 4a(1) Road Traffic Act 1994, recorded / entered on the company register of the Chamber of Commerce under number 27374436.

Contractor

The Contractor is the party to whom the RDW awards the Contract for the Observation Service.

Dialogue stage

Stage of the procurement procedure, following the Selection stage, in which the Contracting Authority enters into dialogue with the Selected Candidates.

EETS providers

EETS provider as referred to in Article 1 of the EETS Directive Implementation Act and legal entity registered in the meaning of Article 1 of the EETS Directive Implementation Act and with which the Toll Charger enters into an EETS agreement.

EETS area Heavy Goods Vehicle Toll

EETS area as referred to in Article 1 of the EETS Directive Implementation Act for the heavy goods vehicle toll as referred to in Article 2(1) of the HGV Act.

Enforcement domain

The enforcement domain as described in paragraph 1.6.1.

European Single Procurement Document

The self-declaration established by the European Commission in implementing Regulation (EU) 2016/7, according to annex 2.3 A.

Fixed Observation

Part of the Observation Service carried out with Fixed Roadside Equipment at Fixed Observation Locations.

Fixed Observation Location

Fixed location along the road where Fixed Roadside Equipment will be installed for observation purposes.

Fixed Roadside Equipment

Fixed equipment for observation that is set up above and along the road.

Gantries

Existing Gantries above the Taxable road network on which Fixed Roadside Equipment must be placed.

General Information

Information provided by the Contracting Authority to all Candidates in accordance with paragraph 2.9.1 of the Selection guidelines.

Go Live Date

The date set by the Contracting Authority on which the Heavy Goods Vehicle Toll system starts running and from which date Holders are due to pay Heavy Goods Vehicle Toll pursuant to the HGV Act.

Heavy Goods Vehicle Toll

Toll within the meaning of article 2(1) of the HGV Act.

HGV Act

Act of 22 August 2022, on rules for charging a heavy goods vehicle toll for driving a truck on designated road sections, Official Journal Stb. 2022/330 (Heavy Goods Vehicle Toll Act).

Holder

A holder as defined in the HGV Act.

Invitation to Participate in the Dialogue

The document by which the Contracting Authority invites the Selected Candidates to participate in the Dialogue.

Main Service Provider

he main service provider as referred to in article 11 of the HGV Act.

Moveable Observation

Part of the Observation Service carried out with Moveable Roadside Equipment at Variable Observation Locations designated by the Contracting Authority.

Moveable Roadside Equipment

Moveable equipment for observation that is set up along the road.

Observation Service

The work that the Contractor must perform and the services that it must provide under the Agreement, including the Fixed Observation and the Moveable Observation.

On-board Equipment

All hardware and software components installed or carried on board a Truck used for the payment of Heavy Goods Vehicle Toll, in order to collect, store, process and remotely receive or transmit data, as a separate device and /or integrated in the Truck.

Roadside Equipment

The Fixed Roadside Equipment and the Moveable Roadside Equipment set up above or along a road.

Selection stage

The stage of the procurement procedure described in chapter 3 of the Selection guidelines during which selection of Candidates takes place.

Selection guidelines

This document, describing the Selection stage of the procurement procedure, including all annexes.

Selected Candidates

Candidate selected by Contracting Authority to participate in the Dialogue stage.

Selected Tenderer

The Tenderer with whom the Contracting Authority intends to conclude the Agreement.

Self-declaration

The European Single Procurement Document together with the Supplementary self-declaration, referred to in Annex 2.3 A and B.

Service Providers

Service Providers as defined in article 1 HGV Act.

Service provider agreement (SPA)

Agreement between a Holder and a Service Provider for the purpose of paying the Heavy Goods Vehicle Toll pursuant to the HGV Act.

Signalling List

List of motor vehicles that must be stopped.

Significant Subcontractor

A (legal) entity whose technical competence is called upon by a Candidate to meet requirements with regard to the technical competence as described in paragraph 3.11 and/or the additional selection criteria from paragraph 3.14.

Supervisor

The person designated by virtue of article 14(1) of the HGV Act.

Supplementary self-declaration

The complementary self-declaration of annex 2.3 B of the Selection guidelines.

Taxable Road Network

Road network to which the Heavy Goods Vehicle Toll applies as follows from the annex to the HGV Act.

Tender documents

The Selection guidelines, the Award guidelines, the Agreement, the General and Confidential Information, the Invitation to participate in the Dialogue, the documentation that has been shared in the context of the market consultation and all other documents that the Contracting Authority will designate as such and provide to the Candidates in the context of the procurement procedure.

Tenderer

A (legal) person, or a combination of (legal) persons having submitted Tender.

Tender

The Tender submitted by the Selected Candidates pursuant to chapter 7 of the Award guidelines.

Tender stage

Stage of the procurement procedure, following the Dialogue stage, in which the Selected Candidates submit a Tender.

Third Party

A natural or legal entity that the Candidate relies on to meet the suitability requirements from paragraph 3.10 and/or 3.11 and/or the additional selection criteria from paragraph 3.14 (i.e. Significant Subcontractor).

Toll Charger

In the State of the Netherlands, the public-law entity represented by the Minister of Infrastructure and Water Management, and RDW on their behalf, within the limits of the mandate given to that effect in the Decision of the Minister of Infrastructure and Water Management, of 6 December 2022, no. IENW/BSK-2022/281749. This covers rules regarding the granting of a mandate, power of attorney and authorization to the Vehicle Authority Rijksdienst Wegverkeer for the implementation of the Heavy Goods Vehicle Toll Act and the Act on the Implementation of the EETS Directive (Decision on mandate, power of attorney and authorisation of RDW regarding the implementation of the Heavy Goods Vehicle Toll Act).

Truck

Truck as defined in article 1 of the HGV Act.

Variable Observation Location

Various locations along the road where Moveable Roadside Equipment can be installed for observation purposes.

Annex 2: Standard forms for the Application to Participate

Annex 2.1: Standard form Application to Participate

1) Details of the Candidate

Name	
Legal status	
(Registered) office address	
Country of establishment	
Company Registration number	
Business address	
E-mail	
Phone	
Name of coordinator (if any)	

2) Details Third Party (Parties) (must be submitted for each Third Party)

Name	
Legal status	
(Registered) office address	
Country of establishment	
Company Registration number	
Business address	
E-mail	
Phone	

3) Details of the authorised representative permitted person signing this Application to Participate on behalf of the Candidate.

Name of the authorised representative (permitted person)	
Date and place of birth	
Job title	
Name of the represented legal entity	

4) Statement of the Candidate on the procedure and the accuracy of the information

[name Candidate] certify that:

- a. They have taken note of the Selection guidelines and unconditionally agree with the procedure laid down therein;
- b. All information they have provided and will provide to the Contracting Authority in the context of this procurement procedure is accurate.

Signed at [place], [date]

Name [Candidate]

on their behalf,

[name permitted person or persons named under 4)]

[signature permitted person or persons named under 4)]

Annexes to the Application to Participate:

Requirement A: Application to Participate

A Standard form for the Application to Participate, in accordance with the form in **annex 2.1**, fully completed and legally signed by the Candidate, with:

- If applicable: any (special) power of attorney to legally sign the Application to Participate. This power of attorney is only required if the representative authority of those signatories is not fully apparent from the commercial register. The power of attorney must not be older than 6 months from the date of submission of the Application to Participate.
- If applicable: a power of attorney given by the other (legal) entities to the coordinator, if the Application to Participate is submitted by several legal entities acting on behalf of the Candidate. The power of attorney must not be older than 6 months from the date of submission of the Application to Participate.

Requirement B: Statement on the availability of Significant Subcontractors (paragraph 3.6.3)

A declaration of availability of Significant Subcontractors in accordance with the standard form in **annex 2.2**, completed and legally signed by each Significant Subcontractor, together with, if applicable, a power of attorney to legally sign the Declaration of Availability of Significant Subcontractors. The power of attorney must not be older than 6 months from the date of submission of the Application to Participate. This power of attorney is only required if the representative authority of such signatories is not fully apparent from the company register.

Requirement C: Self-declaration (paragraph 3.9.5)

A Self-declaration, duly completed and duly signed by the Candidate and by any Third Party, consisting of two parts:

- a) the European Single Procurement Document (**annex 2.3 A**), whereby the Third Party only needs to complete section A and B of **annex 2.3 A** to Part II and must complete Part III in full (see paragraph 3.9.5 of the Selection guidelines), and
- b) the Supplementary Self-declaration (**annex 2.3 B**).

In the case of a consortium, the European Single Procurement Document and the Supplementary Self-declaration must be completed and submitted separately for all members of the consortium.

The Self-declaration must be submitted with, if necessary, a power of attorney to be able to legally sign the Self-declaration. The power of attorney must not be older than 6 months from the date of submission of the Application to Participate. This power of attorney is only required if the representative authority of such signatories is not fully apparent from the company register.

Requirement E: Statement of technical and organizational competence (paragraph 3.11) and selection criteria (paragraph 3.14.2)

A reference duly completed and legally signed by the Candidate for each reference project in accordance with the model in **annex 2.4**, together with, if applicable, a power of attorney to legally sign the reference, for each reference project. The power of attorney must not be older than 6 months from the date of submission of the Application to Participate. This power of attorney is only required if the representative authority of such signatories is not fully apparent from the company register.

If the Candidate relies on the Financial and economic capacity of a Third party

A fully completed statement, legally signed by the third party whose financial capacity is relied on (**annex 2.5**), together with, if applicable, a power of attorney to legally sign the form. The power of attorney must not be older than 6 months from the date of submission of the Application to Participate. This power of attorney is only required if the representative authority of those signatories is not fully apparent from the commercial register.

Annex 2.2: Standard form availability Significant Subcontractor¹

Details Significant Subcontractor

Name

Legal status

Address

E-mail

Phone

[Name Significant Subcontractor] certify:

1. They have taken note of the Selection guidelines for this Procurement procedure and unconditionally agree with the procedure laid down therein;
2. All information they have provided and will provide to the Contracting Authority, directly or indirectly, in the context of this procurement procedure is accurate and they are aware that any inaccuracies identified therein by the Contracting Authority may cause the Candidate to be excluded from further participation in this procurement procedure;
3. If the Agreement is awarded to [name Candidate], [name Candidate] will have access to the knowledge, experience and resources available to the undersigned for the implementation of the Agreement, and the activities related to the requirements for which [name Candidate] relies on the undersigned will be carried out by the undersigned. In this context, the undersigned agree that the experience of the undersigned is regarded as the Candidate's own experience.

Signed at [place], [date]

[Significant Subcontractor],

[name of the authorised representative (natural person)]

[job title]

[signature]

¹ To be completed by each Significant Subcontractor on whose experience the Candidate relies.

Annex 2.3 A: European Single Procurement Document

The European Single Procurement Document is made available as a separate document in pdf format.

The candidate must state on the European Single Procurement Document under Part II A, Identification, its Chamber of Commerce number and location number.

The Self-declaration must be signed digitally in accordance with paragraph 1.4 of these Guidelines.

Annex 2.3 B: Standard form Supplementary Self-declaration (to be submitted together with the European Single Procurement Document)

The Candidate or all companies that constitute the Candidate must separately submit a fully completed and signed *Supplementary Self-declaration*.

Third parties must only submit a completed and signed *Supplementary Self-declaration* for part 1 "Questions related to Inside Information and Conflict of Interest" and part 3 "Question on Conflict of Interest".

The Contracting Authority reserves the right to have the Bureau BIBOB carry out a further investigation into Candidates and Third Parties, insofar as this is permissible within the limits of Directive 2014/24/EU.

Company is understood to mean – insofar as applicable – the Candidate and any Third Party.

SUPPLEMENTARY SELF-DECLARATION

in the context of the procurement procedure for the contract [Project name]

Company name and address:

...

Chamber of Commerce registration number (registration number of the company register or a similar register in the country where the company is established) and establishment number:

...

Company contact person (name, email, telephone):

.....

1. QUESTIONS RELATING TO INSIDE KNOWLEDGE AND CONFLICTS OF INTEREST

- 1.1. Prior to this procurement procedure, did the company perform work or services to prepare this procurement procedure, or was the company involved in the preparation of this procurement procedure in some other way, directly or indirectly?

Yes / No (please cross out as appropriate)

If so, please describe the nature of the work or services concerned, or such involvement.

.....
.....

-
- 1.2. Are there any persons working within the company who, prior to this procurement procedure, performed activities or services in preparation of this procurement procedure, or are there any persons working within the company who are or have been directly or indirectly involved in any other way in the preparation of this procurement procedure?

Yes / No (please cross out as appropriate)

If so, please state for each person:

- a. the name and job title within the company;
- b. The nature of the work or services concerned, or the involvement.

-
- 1.3. Are there any subcontractors who are or will be engaged by the company in the context of this tender procedure and who have performed, prior to the tender procedure, work or services in preparation of this procurement procedure, or who are or have been directly or indirectly involved in any other way in the preparation of this procurement procedure?

Yes / No (please cross out as appropriate)

If so, please state for each company:

- a. The name and address, legal form and registration number in the company register (or a similar register in the country of establishment) and the branch number;
- b. The nature of the work or services concerned, or the involvement.

-
- 1.4. Are there any consultants (both natural persons and legal persons) who are or will be engaged by the company in the context of this procurement procedure and who have performed, prior to the procurement procedure, work or services in preparation of this procurement procedure, or who are or have been directly or indirectly involved in any other way in the preparation of this procurement procedure?

Yes / No (please cross out as appropriate)

If so, please state for each consultant:

- a. The name and address, legal form and registration number in the company register (or a similar register in the country of establishment) and the branch number;
- b. The nature of the work or services concerned, or the involvement.

.....

- 1.5. Is the company affiliated with one or more other companies and/or is the company part of a group, within the meaning of Articles 2: 24a, 2:24b and 2:24c of the Dutch Civil Code, or of a similar legal form according to foreign law?

Yes / No (please cross out as appropriate)

If so, did any of those affiliated companies or companies within such group, prior to this tender procedure, perform activities or services in preparation of this procurement procedure, or is or has any of such companies been directly or indirectly involved in the preparation of procurement procedure in any other way?

Yes / No (please cross out as appropriate)

If so, please state for each company:

- a. The name and address, legal form and registration number in the company register (or a similar register in the country of establishment) and the branch number;
- b. The nature of the work or services concerned, or the involvement.

.....

2. **QUESTIONS CONCERNING THE CONSORTIUM IN CASE OF AN APPLICATION OR TENDER SUBMITTED BY A PARTNERSHIP OF ENTREPRENEURS^{*3)}**

^{*3)} These questions only need to be answered if the application or tender is submitted by a partnership of entities (a consortium), whether or not as a general commercial partnership, or as a Special Purpose Vehicle (SPV). All (future) participants must answer these questions individually. *Third parties and other subcontractors do **not** have to answer these questions.*

- 2.1 Indicate which factors prevent the company from registering individually for this procurement procedure.

.....

- 2.2 Indicate why the nature and size of the partnership (consortium) that has been formed is necessary in relation to the size and nature of the contract to be performed, in view of the significance and capacity of each of the entrepreneurs that are part of the consortium.

.....

2.3 Indicate which part(s) of the contract will be carried out by the company itself.

.....

3. QUESTION REGARDING CONFLICTING INTERESTS²

3.1 Does the company have any conflicting interests [] that could have a negative influence on the execution of the contract?

Yes / No (please cross out as appropriate)

If yes, state the nature of the relevant conflicting interests.

.....

4. QUESTION REGARDING GROUND FOR EXCLUSION UNDER PARAGRAPH 3.9.3 (TIES TO RUSSIA)

4.1 Does the ground for exclusion referred to in paragraph 3.9.3 apply to the Candidate, the relevant member of his partnership or to the relevant Third Party??

Yes / No (please cross out as appropriate)

If yes, please specify the nature of the ties to Russia.

.....

STATEMENT

The undersigned declares that:

- The questions included in this questionnaire have been answered completely and truthfully;
- They have signed this completed questionnaire unconditionally and without any reservation; they are aware that providing incorrect or incomplete information may be regarded by the contracting authority as a false statement and that this

² Article 2.92a (3) Public Procurement Act

may lead to an unconditional exclusion for the remainder of this tender procedure;

- no changes have been made to the text of this questionnaire;
- this questionnaire has been signed by a representative whose authorisation to sign is evident from the company register or a similar register of the company's country of establishment.

Name(s), authorised signatory/signatories:

.....

Date:

Signature:.....

Annex 2.4: Model statement - technical and organizational capability

This statement must be filled in by the Candidate.

The Contracting Authority reserves the right to request further information from the client's contact person specified in this form.

You must complete this annex in Verdana font 9pt and with a minimum line spacing of 12pt. The description of the reference project may consist of a maximum of 750 words, excluding any images and tables. The answers in the fields above the description of the reference project will not be counted. Any links and web pages referenced in your description will not be read. If you use more than 750 words, the extra words will be disregarded in the assessment.

REFERENCE PROJECT		
Name of the reference project		
Contract value (in euros, net of VAT) – Break the amount down if possible		
Already invoiced (in euros, net of VAT)		
Place of performance		
Period of performance		
Implementation delivery date (if applicable)		
Client	Name	
	Address	
	Contact name	
	Phone	
	E-mail	
Contractor ³		
Reference for suitability requirement and/or additional selection criterion		
If the reference contract has been performed by a partnership of entrepreneurs (consortium)		
The names of the other entrepreneurs in the consortium		
The share of the entrepreneur in the consortium (%)		
Reference project description (maximum 750 words)		

³ Contractor must be the Candidate or a Significant subcontractor.

Annex 2.5: Model statement - Reliance on Financial Standing

THE UNDERSIGNED:

.....
.....

Chamber of Commerce registration number (registration number of the Commercial Register or a similar register of the company's country of establishment):.....

Company contact person (name, email, telephone):

.....

CERTIFY

- **[name Candidate]** will rely, with regard to the suitability requirement referred to in paragraph 3.10. of the Selection guidelines for the Heavy Goods Vehicle Toll Observation of 07 June 2023 on the resources of **[name third party]**;
- **[name third party]** declares they will comply, alone or jointly with **[name Candidate]** with this requirement;
- **[name Candidate]** should the Heavy Goods Vehicle Toll Observation contract be awarded to them, can freely take advantage, at first request, of the resources of **[name third party]** necessary for the performance of the contract;
- **[name third party]** fully and unconditionally guarantees the Principal, should the Heavy Goods Vehicle Toll / Observation contract be granted to **[name Candidate]**, the fulfilment of the obligations arising from the contract to be concluded with **[name Candidate]**.

Truthfully stated and duly signed in **[place]** on **[date]**

[name of third party]

¹ Please fill out this form first, then print it out and sign it

Annex 2.6: Letter of guarantee | Performance bond

[Name of bank or financial institution] declares to be prepared to provide, after the closure of the agreement regarding the observation for the heavy goods vehicle toll (the "Agreement") between the Netherlands Vehicle Authority ("Contracting Authority") and **[Candidate]** (the "Candidate") the performance bond as referred to in the Agreement (the "Performance Bond") on the basis of the model Performance Bond below.

This letter of guarantee does not constitute a guarantee from [name of bank or financial institution] to the Contracting Authority. This letter of guarantee has been issued upon careful examination by [name of bank or financial institution] of the information made available by the Candidate to [name of bank or financial institution].

This letter of guarantee will in any case expire as soon as the letter of guarantee is replaced by the Performance Bond based on the model below, or if the Contracting Authority has definitively awarded the Agreement to someone other than the Candidate, or no later than 15 months after the date of submission of the Candidate's Application to Participate in the procurement for the Agreement.

[name bank or financial institution] is aware that this letter will be used by the Candidate to meet the requirements set by the Contracting Authority for an Application to Participate in the procurement of the Agreement.

Description	Data
Date	
Place	
Name authorised representative	
Job title	
Name bank or financial institution	
Signature authorised representative of the bank or financial institution	

MODEL PERFORMANCE BOND

[Name and other particulars bank or financial institution]

guarantee number ([●])

THE UNDERSIGNED,

[Name bank or financial institution], whose registered office is at **[place]**, hereafter referred to as the "Bank",

WHEREAS:

[Contractor b.v.], whose registered office and principal place of business is in **[postal code]** **[place]** at the **[address]**, hereafter referred to as the "Contractor"

and

the vehicle authority RDW [Rijksdienst Wegverkeer], established in Zoetermeer, represented by [●], hereafter referred to as the "Contracting Authority",

on **[Contract Date]** signed an agreement with number [●], hereafter referred to as the "Agreement";

the Contractor is obliged under the Agreement to have a bank guarantee provided to the Contracting Authority as security for compliance with the Contractor's obligations under the Agreement to the Contracting Authority;

the Bank is prepared to provide the relevant bank guarantee in favour of the Contracting Authority under the following conditions;

CERTIFIES:

1. The Bank hereby irrevocably and unconditionally stands surety, as an independent commitment to the Contracting Authority, for everything that the Contractor owes the Contracting Authority under the Agreement, up to a cumulative maximum amount of € [●] euros ([●] euros).
2. This bank guarantee is an abstract first demand guarantee. Under no circumstances is the Bank entitled to rely on the underlying legal relationship between the Contracting Authority on the one hand and the Contractor on the other as set out in the Agreement.
3. The Bank must, at the first written request of the Contracting Authority, without requiring any reason or requesting further proof, proceed to pay everything the Contracting Authority declares that the Contractor is due to the Contracting Authority under the Agreement, except insofar the amount of the payment plus any previous payments by the Bank pursuant to this article would exceed the maximum amount referred to in article 1.
4. This bank guarantee expires on the earliest of the following moments:
 - (a) **[fill in: due date]**; or
 - (b) upon receipt by the Bank of a statement from the Contracting Authority that this bank guarantee may lapse.
5. This bank guarantee is governed by the law of the Netherlands. Any dispute that may arise in the context of this bank guarantee will be settled by the competent court in The Hague.

6. This bank guarantee must be returned to the undersigned at the latest on the date referred to in Article 4 at the address: **[address]**.

[place], [date]

[bank's name]

ENGLISH

PERFORMANCE BOND MODEL

[Name and other details of the bank or financial institution]

guarantee number ([●])

THE UNDERSIGNED,

[Name of bank or financial institution], with its registered office at **[place]**, hereinafter called the "Bank",

WHEREAS:

[Contractor B.V.], with its registered office and principal place of business at **[address] [postal code] [place]**, hereinafter to be referred to as the "Contractor",
and

the vehicle authority Rijksdienst Wegverkeer, with its registered office in Zoetermeer [●],
hereinafter referred to as the "Contracting Authority",

entered into an agreement number [●], on **[contract date]** hereinafter to be referred to as the "Agreement";

the Contractor is obliged under the Agreement to provide a bank guarantee in favour of the Contracting Authority as security for the fulfilment of its obligations towards the Contracting Authority pursuant to the Agreement;

the Bank is prepared to issue such a guarantee in favour of the Contracting Authority on the conditions as stated below;

DECLARES AS FOLLOWS:

1. The Bank hereby irrevocably and unconditionally by way of an independent obligation guarantees payment to the Contracting Authority of all amounts that the Contracting Authority may claim from the Contractor under the Agreement, up to a cumulative maximum amount of € [●] ([●] euros).
2. This bank guarantee is an abstract first demand guarantee. The Bank may not under any circumstances rely on the underlying legal relationship between the Contracting Authority and the Contractor as set out in the Agreement.
3. On first demand in writing by the Contracting Authority and without demanding reasons or further proof, the Bank shall proceed to pay all monies specified by the Contracting Authority to be due from the Contractor under the Agreement, unless the amount of the payment plus any other payments made by the Bank on the basis of this article were to exceed the maximum amount as stipulated in article 1.
4. This bank guarantee shall expire on the first of the following dates:
 - (a) **[enter: expiry date]**; or
 - (b) upon receipt by the Bank of a statement from the Contracting Authority that this bank guarantee is allowed to expire.
5. Dutch law applies to this bank guarantee. All disputes that may arise in connection with this bank guarantee will be settled by the competent court in The Hague.

6. This bank guarantee must be returned no later than the date referred to in article 4 to the undersigned at the following address: **[address]**.

[place], [date]

[name of bank]

Annex 2.7 Financial and economic capacity

Tenderer declares to have sufficient financial and economic capacity to carry out the contract without risk for the Client.

For Tenderers who are obliged to file their annual accounts, the most recent auditor's report must not contain a business continuity paragraph (for example, a paragraph in the annual accounts expressing doubt about going concern). If the Tenderer is not obliged to file its annual accounts, the Tenderer must declare that there is no risk of discontinuity at the time the tender is submitted. The Tenderer may fill in and validly sign the statement below. If the Contract is awarded to the Tender, the Client may still require the Tenderer to submit an accountant's or bank statement in which this is stated.

Tenderer's Company Name:

Street and house number:

Postal code:

City:

Country of establishment:

In this matter duly represented by:

Name:

Position:

Signature:

Please note: the authorised officer of your company is the officer authorised to issue this statement. This authority shows, for example, from the extract from the commercial or professional register or from a power of attorney issued by an officer whose authority shows from the extract from the commercial or professional register.

Consortium

In the case of a consortium, this requirement applies to all participants in the consortium. In the case of a consortium, this form must be filled in and validly signed by each member of the consortium.